

Robert Yaquinto, Jr.
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ATTORNEY CHAPTER 7 TRUSTEE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE: §
§
TEXAS E&P OPERATING, INC., § CHAPTER 7
§
Debtor § CASE NO. 17-34386-SGJ-7
§

**MOTION TO COMPROMISE CONTROVERSY UNDER RULE 9019 BETWEEN THE
TRUSTEE AND DEFENDANT KRAGE & JANVEY LLP**

NO HEARING WILL BE CONDUCTED HEREON UNLESS A WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AT 1100 COMMERCE STREET, ROOM 1254, BEFORE CLOSE OF BUSINESS ON OCTOBER 30, 2024, WHICH IS AT LEAST 21 DAYS FROM THE DATE OF SERVICE HEREOF.

ANY RESPONSE SHALL BE IN WRITING AND FILED WITH THE CLERK, AND A COPY SHALL BE SERVED UPON COUNSEL FOR EACH MOVING PARTY PRIOR TO THE DATE AND TIME SET FORTH HEREIN. IF A RESPONSE IS FILED, A HEARING MAY BE HELD WITH NOTICE ONLY TO THE OBJECTING PARTY.

IF NO HEARING ON SUCH NOTICE OR MOTION IS TIMELY REQUESTED, THE RELIEF REQUESTED SHALL BE DEEMED TO BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT OR THE NOTICED ACTION MAY BE TAKEN.

TO THE HONORABLE STACY G. JERNIGAN,
UNITED STATES BANKRUPTCY JUDGE:

COMES NOW Robert Yaquinto, Jr., the chapter 7 trustee (the “Trustee”) for the bankruptcy estate (the “Estate”) of Texas E&P Operating, Inc. (the “Debtor”) and files this

Trustee's Motion to Compromise Controversy under Rule 9019 between the Trustee and Defendant Krage & Janvey (the “Motion”), and respectfully states as follows in support thereof

BACKGROUND

1. Debtor filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code (11 U.S.C. §§ 101, *et seq.*, “Bankruptcy Code”) on November 29, 2017, in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Bankruptcy Court”).
2. On January 19, 2018, Jason R. Searcy was appointed as Chapter 11 Trustee for the Debtor. Thereafter, on July 27, 2018, Debtor’s Chapter 11 bankruptcy case was converted to a Chapter 7 bankruptcy case and Mr. Searcy was appointed as Chapter 7 Trustee.
3. On July 27, 2018, the Bankruptcy was converted to a Chapter 7.
4. On January 23, 2019, Robert Yaqinto, Jr. was appointed as successor Trustee following the unexpected death of Jason R. Searcy.
5. On November 27, 2019, the Trustee initiated Adversary Proceeding No. 19-03321 (the “Lawsuit”) against defendant Krage & Janvey, L.L.P. (“K&J”) seeking to avoid and recover certain payments to K&J as preferential or fraudulent transfers under the Bankruptcy Code and applicable state fraudulent transfer law. The Trustee later amended his claims against K&J to include additional Texas state law claims for, *inter alia*, knowing participation in breach of fiduciary duty.
6. K&J filed timely responses and answers to the Lawsuit denying all of the Trustee’s claims and asserting certain affirmative defenses to such claims.
7. On August 14, 2024, the Bankruptcy Court ordered the Parties to mediation.

8. On September 23, 2024, K&J and the Trustee mediated with Chris Nolland and reached a mutual agreement to resolve their disputes and avoid the uncertainty, costs, and expense of further litigation, to settle all claims in the Lawsuit and to release any and all claims between K&J and the Trustee as provided in the Settlement Agreement and Release, dated effective as of September 23, 2024, a copy of which is attached hereto as Exhibit A (the “Settlement Agreement”).

9. The agreed terms of the settlement are set forth in the Settlement Agreement.

10. The material terms and provisions of the Settlement Agreement are as follows:

a. K&J shall pay or cause to be paid \$400,000 to the Trustee.

b. K&J and the Trustee (for himself, the Debtor, and any successor trustee or representative of the Debtor’s estate) shall release each other and officers, directors, partners, employees, principals, agents, representatives, affiliates, subsidiaries, insurers, attorneys, successors, and assigns, of and from any and all claims, causes of action, demands, lawsuits, actions, damages, injuries, liabilities, expenses, and costs, of every kind and description, known or unknown, asserted or unasserted, which could have been brought in the Lawsuit or which relate, in any way, to Debtor, Debtor’s related, affiliated, or subsidiary persons or entities, or Mark Plummer (individually or in any other capacity), other than for breaches of the Agreement.

c. Trustee shall take whatever actions are necessary to ensure the Lawsuit and all claims brought therein are dismissed in their entirety, with prejudice and without costs or fees.

SETTLEMENT STANDARDS

11. Federal Rule of Bankruptcy Procedure 9019(a) provides, in pertinent part, that “on motion by the trustee and after notice and a hearing, the court may approve a compromise and settlement.”

12. Bankruptcy Rule 9019 empowers a bankruptcy court to approve compromises and settlements if they are “fair and equitable and in the best interest of the estate.” *Official Comm. of Unsecured Creditors v. Cajun Elec. Power Coop., Inc. (In re Cajun Elec. Power Coop., Inc.)*, 119

F.3d 349, 355 (5th Cir. 1997); *Connecticut Gen. Life Ins. Co. v. United Cos. Fin. Corp. (In re Foster Mortgage Corp.)*, 68 F.3d 914, 917 (5th Cir. 1995).

13. The Fifth Circuit has adopted a three-part test for assessing the fairness and reasonableness of a proposed settlement:

[W]e apply the three-part test set out in *Jackson Brewing* with a focus on comparing the terms of the compromise with the likely rewards of litigation. A bankruptcy court must evaluate: (1) the probability of success in litigating the claim subject to settlement, with due consideration for uncertainty in fact and law; (2) the complexity and likely duration of litigation and any attendant expense, inconvenience, and delay, and (3) all other factors bearing on the wisdom of the compromise. The “other” factors—the so-called *Foster Mortgage* factors—include: (i) the best interest of the creditors, with proper deference to their reasonable views; and (ii) the extent to which the settlement is truly the product of arms-length bargaining, and not of fraud or collusion.

See Off. Comm. of Unsecured Creditors v. Moeller (In re Age Refin., Inc.), 801 F.3d 530, 540 (5th Cir. 2015) (internal quotation marks omitted) (citing *Rivercity v. Herpel (In re Jackson Brewing Co.)*, 624 F.2d 599, 602–03 (5th Cir. 1980); *Cajun Elec.*, 119 F.3d at 356; *Foster Mortg.*, 68 F.3d 914 at 917–18).

14. Approval of a proposed compromise is left to the sound discretion of the reviewing court. *See, e.g., In re Hibbard Brown & Co., Inc.*, 217 B.R. 41, 45–46 (Bankr. S.D. N.Y. 1998) (noting that courts should exercise their discretion in light of the general public policy favoring settlements). Generally, when evaluating a settlement, the bankruptcy court is not to decide the issues in dispute. *Watts v. Williams*, 154 B.R. 56, 59 (S.D. Tex. 1993). The court “is not to decide the numerous questions of law and fact raised” by the compromise but is “to canvass the issues and see whether the settlement falls below the lowest point in the range of reasonableness.” *ARS Brook, LLC v. Jalbert (In re ServiSense.com, Inc.)*, 382 F.3d 68, 72 (1st Cir. 2004).

15. A settlement’s proponents bear the burden of establishing the fairness of a compromise; however, the court does not conduct a mini trial or evidentiary hearing to adjudicate

the issues being settled. *Cajun Elec.*, 119 F.3d at 355. “The burden is not high.” *In re Allied Props., LLC*, No. 06-33754, 2007 Bankr. LEXIS 2174 at *11, 2007 WL 1849017 at *15 (Bankr. S.D. Tex. June 25, 2007). Courts generally rely heavily on the Trustee or Debtor and defer to its judgment, provided there is a “legitimate business justification” for the settlement. *Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3rd Cir. 1996). “As long as [the decision to settle] appears to enhance a debtor’s estate, court approval . . . should only be withheld if the debtor’s judgment is clearly erroneous, too speculative, or contrary to the provisions of the Bankruptcy Code.” *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985).

16. The Trustee submits that the proposed compromise falls well within the range of reasonableness and meets the standards of *Jackson Brewing* and other Fifth Circuit precedent. “Controlling authority weighs in favor of the approval of the compromise and settlement in light of the practical reality that compromises are . . . oftentimes desirable and wise methods of bringing to a close proceedings [that are] otherwise lengthy, complicated and costly.” *Jackson Brewing*, 624 F.2d at 602 (quoting *Case v. Los Angeles Lumber Prods. Co.*, 308 U.S. 106, 130 (1939)).

APPLICATION OF RELEVANT FACTORS TO SETTLEMENT AGREEMENT

17. Probabilities of Success in Litigating. The Trustee has carefully evaluated his claims and K&J’s defenses in the Lawsuit. The Trustee believes his preferential transfer, fraudulent transfer, and knowing participation claims are meritorious. K&J has vigorously defended the claims and has indicated that, without a settlement, it will continue to do so. While both the Trustee and K&J believe they would ultimately prevail at trial and upon any appeal of any judgment entered by the Bankruptcy Court, the Trustee and K&J agree that the uncertainties of fact and law impact the probability of success for each of them. The Trustee has concluded that

the proposed settlement properly recognizes the present risks attendant to litigating each claim in the Lawsuit. This factor favors settlement.

18. Complexity, Expense, Inconvenience, and Delay from Litigation. Litigating the Lawsuit has already involved substantial expense, inconvenience, and delays that the Estate does not have sufficient assets to bear presently. The Estate is presently administratively insolvent. Continuing to litigate would only result in even greater cost and would take many more months in the Trustee's estimation. The Estate and K&J have vigorously litigated the Lawsuit for years, with numerous pre-trial motions. There is little doubt that trend would continue if the settlement is not approved. Even if the Trustee prevails in the lawsuit, the Trustee suspects that K&J would appeal any judgment. The Trustee has concluded that it is unlikely that any ultimate recovery received would exceed the litigation costs to obtain it. Further, the Trustee has reason to believe that it would be difficult to collect any significant judgment from K&J. The Trustee initially believed that K&J's professional liability insurance policy would cover any damages awarded to the Estate. However, over the course of the litigation. K&J's professional liability carrier has denied liability or coverage for the claims brought by the Trustee. Consequently, in exercising his judgment the Trustee has considered the uncertainties and difficulties of collecting in full any judgment that might be entered in favor of the Trustee should he prevail in the Lawsuit in whole or in part. In sum, prosecuting the Lawsuit would involve high costs, much inconvenience, likely delay, and little prospect of collecting any significant returns in excess of the settlement amount. This factor favors settlement.

19. Paramount Interest of the Creditors with Deference. No creditors have expressed a view on the settlement at this point in time. The settlement is in the best interest of the Estate's creditors. As outlined above, the Estate is administratively insolvent. Continuing the Lawsuit

would involve incurring additional costs which the Trustee estimates would exceed any potential recovery and decrease the assets available for distribution. Settling would bring funds immediately into the Estate, a portion of which the Trustee believes will be available to distribute to creditors. For all these reasons, the settlement maximizes the Estate's value, is in the creditors' best interests, and properly defers to their reasonable preferences. This factor favors settlement.

20. Arm's-Length Bargaining. The Estate has reached the settlement after several rounds of discussion with K&J and after mediation with K&J and its insurer conducted by a well respected, experienced and neutral mediator. There is no conflict of interest held by any representative of K&J and the Trustee. No insiders of the Debtor or the Estate, including Mark Plummer or any of his affiliates, were involved in the settlement. The settlement is the product of an arms-length bargaining process, and no fraud or collusion exists. This factor favors settlement.

CONCLUSION

Movant wishes to finally and fully settle and discharge all claims against K&J possessed by the Debtor, the Trustee, or the Estate on the terms set out above and in the Settlement Agreement. The Settlement Agreement reached is in the best interests of the Estate and was reached through arms'-length negotiation. Accordingly, Movant believes this Court should approve the Motion.

WHEREFORE, the Trustee requests that the Court enter an Order (i) approving this Motion; (ii) authorizing the Trustee and K&J to enter into the Settlement Agreement attached hereto as Exhibit A; and (iii) granting the Trustee such other and further relief to which he is justly entitled.

Dated this 9th day of October, 2024.

Respectfully submitted,

/s/ Robert Yaquinto, Jr.

Robert Yaquinto, Jr.
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Sherman & Yaquinto, L.L.P.
509 N Montclair Ave. Dallas, TX, 75208-5450
Tel 214-942-5502
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ATTORNEY FOR TRUSTEE

CERTIFICATE OF SERVICE

I hereby certify that on the 9th of October, 2024, a true and correct copy of the foregoing document was electronically filed and served on all parties receiving filings by the Court's electronic service system and on the attached list electronically or by regular U.S. Mail, postage prepaid.

/s/ Robert Yaquinto, Jr.

Robert Yaquinto, Jr.

DUE TO THE SIZE OF THE EXHIBIT AND SERVICE LIST, A COPY OF EACH HAS BEEN PROVIDED TO THE COURT, THE U.S. TRUSTEE and ANY PARTY RECEIVING FILINGS BY ECF. ANY PARTY WHO MAY WANT A COPY OF THE EXHIBIT OR SERVICE LIST, MAY MAKE A REQUEST IN WRITING TO: ROBERT YAQUINTO, JR., SHERMAN & YAQUINTO, L.L.P., 509 N. MONTCLAIR AVENUE, DALLAS, TEXAS 75208.

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE:

TEXAS E & P OPERATING, INC.,

Debtor

ROBERT YAQUINTO, JR., TRUSTEE,

Plaintiff,

v

KRAGE & JANVEY, L.L.P.,

Defendant.

CHAPTER 7

CASE NO. 17-34386-SGJ-7

ADVERSARY NO. 19-03231-SGJ

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is entered into and effective as of September 23, 2024 (the “Effective Date”) by and between Krage & Janvey, L.L.P. (“K&J” or “Defendant”) and Robert Yaquinto, Jr. (“Trustee” or “Plaintiff”), as the Chapter 7 Trustee of Texas E&P Operating, Inc. (“Debtor”) for the purpose of settling and releasing all claims, causes of action, controversies, demands, lawsuits, and disputes between them, including all claims which were or could have been brought related to the captioned Adversary Proceeding.

The Trustee and K&J may be referred to, collectively, as the “Parties” and, individually, as a “Party.”

RECITALS

A. Debtor filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code (11 U.S.C. §§101, *et seq.*, “Bankruptcy Code”) on November 29, 2017, in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Bankruptcy Court”). [Bankr. Dkt. 1].

B. On January 19, 2018, Jason R. Searcy was appointed as Chapter 11 Trustee for the Debtor. [Bankr. Dkt. 90]. Thereafter, on July 27, 2018, Debtor’s Chapter 11 bankruptcy case was converted to a Chapter 7 bankruptcy case and Mr. Searcy was appointed as Chapter 7 Trustee.

C. On January 23, 2019, Robert Yaquinto, Jr. was appointed as successor Chapter 7 Trustee following the unexpected death of Jason R. Searcy.

D. On November 27, 2019, the Trustee commenced the captioned Adversary Proceeding (the Settlement Agreement and Release

"Lawsuit") seeking to avoid and recover certain payments to K&J as fraudulent transfers under the Bankruptcy Code and applicable state fraudulent transfer law. The Trustee later amended his claims against K&J to include additional Texas state law claims for, *inter alia*, knowing participation in breach of fiduciary duty.

E. K&J filed timely responses and answers to the Lawsuit denying all of the Trustee's claims and asserting certain affirmative defenses to such claims.

F. On August 14, 2024, the Bankruptcy Court ordered the Parties to mediation [Adv. Dkt. No. 92].

G. On September 23, 2024, the Parties mediated with Chris Nolland ("Mediator") and reached a mutual agreement to resolve the Parties' disputes and avoid the uncertainty, costs, and expense of further litigation, to settle all claims in the Lawsuit and to release any and all claims between the Parties as provided in this Agreement and the mediation settlement agreement executed at the mediation.

H. The Parties desire to enter into this Agreement to further memorialize their settlement agreement.

AGREEMENT

1. Payment Terms. In full and complete final settlement and discharge of all asserted or unasserted claims against K&J of the Trustee or Debtor, K&J shall pay or cause to be paid the sum of Four Hundred Thousand Dollars (\$400,000.00) (the "Settlement Amount") to the Trustee. The Settlement Payment shall be paid within five (5) business days after the Bankruptcy Court Order approving the Agreement becomes final and non-appealable or within five (5) business days of a final appellate order affirming the Bankruptcy Court's approval of the Parties' settlement and the terms of this Agreement.

2. Release. In consideration of the payment of the Settlement Amount, and upon satisfaction of the other terms and conditions set forth in this Agreement, the Parties hereby forever release and discharge each other, along with the each Parties' respective officers, directors, partners, employees, principals, agents, representatives, affiliates, subsidiaries, insurers, attorneys, successors (including any successor trustee for Debtor that might be appointed under the Bankruptcy Code), and assigns (collectively, the "Released Parties"), of and from any and all claims, causes of action, demands, lawsuits, actions, damages, injuries, liabilities, expenses, and costs (including attorneys' fees), of every kind and description (including loss of property), known or unknown, asserted or unasserted, which could have been brought in the Lawsuit or which relate, in any way, to Debtor, Debtor's related, affiliated, or subsidiary persons or entities, or Mark Plummer (individually or in any other capacity) (collectively, Mark Plummer, Debtor and all related, affiliated, or subsidiary persons or entities shall be referred to as the "Plummer Entities") (the "Released Claims"). For the avoidance of doubt, the foregoing Released Claims shall include any claims related to or arising from K&J's representation of any of the Plummer Entities. The Parties agree that Released Claims shall exclude any claim seeking to enforce any terms, obligations, or rights under this Agreement.

3. Dismissal of Claims. Upon payment of the Settlement Amount, the Lawsuit shall be

dismissed with prejudice. All parties shall bear their own costs and attorneys' fees in the Lawsuit and Debtor's bankruptcy case.

4. **This Agreement is Subject to Bankruptcy Court Approval.** The effectiveness of this Agreement and the Parties' rights and obligations hereunder are conditioned in all respects on the approval of this Agreement (including the mutual releases contained herein) by the Bankruptcy Court. The Parties agree to use reasonable efforts to have this Agreement expeditiously approved by the Bankruptcy Court by cooperating in the preparation and prosecution of a mutually agreeable motion and proposed order. If any part of this Agreement is not approved by the Bankruptcy Court for any reason, this Agreement (including the mutual releases contained herein) will be immediately null and void as of the Effective Date and of no further force and effect.

5. **Representations and Warranties.** Subject in all respects to the Bankruptcy Court's approval required by Section 4 hereof, each Party represents and warrants to the other Party that such Party is fully authorized to enter into and perform the terms of this Agreement and that, as of the Effective Date, this Agreement will be fully binding upon each Party in accordance with its terms.

6. **No Admission of Liability by K&J.** The Parties acknowledge that there is a *bona fide* dispute with respect to the claims and defenses asserted in the Lawsuit. Nothing in this Agreement constitutes or shall be deemed to constitute or imply an admission of liability, fault, wrongdoing, or any other fact, event, or circumstance by K&J, and the execution of this Agreement does not constitute an admission of liability, fault, or wrongdoing on the part of K&J.

7. **Advice of Counsel.** Each of the Parties represents that such Party has:

(a) Been adequately represented by independent legal counsel of its own choice, throughout all the negotiations that preceded the execution of this Agreement;

(b) Executed this Agreement upon the advice of such counsel;

(c) Read this Agreement, and understands and assents to all the terms and conditions contained herein without any reservations; and

(d) Had the opportunity to have this Agreement and all the terms and conditions contained herein explained by independent counsel, who has answered any and all questions asked of such counsel, or which could have been asked of such counsel, including, but not limited to, with regard to the meaning and effect of any of the provisions of this Agreement.

8. **Release of Mediator.** Although the Mediator may have facilitated the Parties reaching this Agreement and his staff may have facilitated the preparation of this Agreement as a courtesy to the Parties and their counsel, the Parties and their counsel have thoroughly and independently reviewed this Agreement and have, where necessary, modified it to conform to their agreements and understandings. All signatories to this Agreement hereby release the Mediator from any and all liability arising in connection with the drafting of this Agreement. Without limiting the foregoing, all Parties and their counsel agree and acknowledge that the mediator has not provided legal advice to any Party and has not acted as counsel for any Party.

9. **Entire Agreement.** This Agreement contains the entire agreement and understanding concerning the subject matter of this Agreement, and supersedes and replaces all prior negotiations and agreements, written or oral and executed or unexecuted, concerning such subject matter (including the Settlement Agreement and Term Sheet executed at the mediation). Each of the Parties acknowledges that no other Party, nor any agent of or attorney for any such Party, has made any promise, representation or warranty, express or implied, written or oral, not otherwise contained in this Agreement to induce any Party to execute this Agreement. The Parties further acknowledge that they are not executing this Agreement in reliance on any promise, representation or warranty not contained in this Agreement, and that any such reliance would be unreasonable. This Agreement will not be waived or modified except by an agreement in writing signed by each Party or duly authorized representative of each Party.

10. **No Party Deemed Drafter.** The Parties acknowledge that the terms of this Agreement are contractual and are the result of arms-length negotiations between the Parties and their chosen counsel. Each Party and its counsel cooperated in the drafting and preparation of this Agreement. In any construction to be made of this Agreement, the Agreement will not be construed against any Party.

11. **Future Cooperation.** The Parties agree to cooperate and execute such further documentation as is reasonably necessary to effectuate the intent of this Agreement.

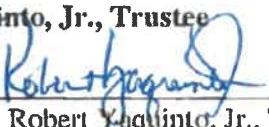
12. **Counterparts.** This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document. Each Party's signature hereto will signify acceptance of, and agreement to, the terms and provisions contained in this Agreement. Photographic, electronic, and facsimile copies of signed counterparts may be used in lieu of the originals of this Agreement for any purpose.

13. **Governing Law; Venue; Attorneys' Fees and Costs.** The Parties agree that this Agreement will be governed by and will be construed according to the laws of the State of Texas without regard to conflict-of-law principles. Each of the Parties hereby submits to the exclusive jurisdiction of the Bankruptcy Court during the pendency of Debtor's Bankruptcy Case and thereafter to the exclusive jurisdiction of the state and federal courts located in the Northern District of Texas, Dallas Division, with respect to any disputes arising from or out of this Agreement.

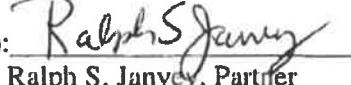
Effective this 23rd day of September, 2024.

APPROVED AS TO FORM AND SUBSTANCE, AND AGREED TO, BY:

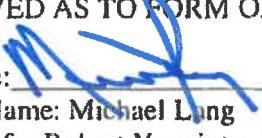
Robert Yaquinto, Jr., Trustee

Signature: 
Printed Name: Robert Yaquinto, Jr., Trustee

Krage & Janvey L.L.P.

By (Signature): 
Printed Name: Ralph S. Janvey, Partner

APPROVED AS TO FORM ONLY:

Signature: 
Printed Name: Michael Long
Attorney for Robert Yaquinto, Jr., Trustee

Signature: 
Printed Name: John P. Lewis, Jr.
Attorney for Krage & Janvey L.L.P.

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El Campo, TX 77437-1540

BSC Rod Lift Solutions, LLC
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Kilgore, TX 75663-1049

Calcasieu Parish School Board
P. O. Box 800
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Calcasieu Parish Tax Collector
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Lake Charles, LA 70601-9419

Calcasieu Rentals, Inc.
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Chemical Weed Control
P. O. Box 512
Brownfield, TX 79316-0512

Cherokee County Appraisal
P. O. Box 494
Rusk, TX 75785-0494

Cherokee County Clerk
Laverne Lusk
P. O. Box 420
Rusk, TX 75785-0420

Cherokee County Tax A/C
135 South Main Courthouse
Rusk, TX 75785

CIPA 1001 K Street, 6th Floor Sacramento, CA 95814-3817	Citation Oil & Gas Corp. P.O. Box 200206 Dallas, TX 75320-0206	Cogent Communications Inc. P. O. Box 791087 Baltimore, MD 21279-1087
Cogent Communications, Inc. 2450 N St., NW Washington, DC 20037-1167	Collin County Tax Assessor Collector Kenneth L. Maun P. O. Box 8006 McKinney, TX 75070-8006	Contego Soultons, LLC P O Box 821807 Dallas, TX 75382-1807
Crochet Electric 3070 Ashley Dr. Jennings, LA 70546-3243	Crossroads Services P. O. Box 599 Centerville, TX 75833-0599	CSI Compresso Operating P. O. Box 840082 Dallas, TX 75284-0082
CT Corporation 28 Liberty Street, 42nd Floor New York, NY 10005-1448	CT Corporation P. O. Box 4349 Carol Stream, IL 60197-4349	Cudd Pressure Control Inc. P. O. Box 203379 Dallas, TX 75320-3379
Curtis D. Boozer P.O. Box 1325 Eunice, NM 88231-1325	D S & T - NSL LLC 5028 Cobra Rd Lake Charles, LA 70605-5932	Dallas Business Journal 2515 McKinney Ave., Suite 875 Dallas, TX 75201-7613
Darlene Colasanto 141 Bridle Path Drive Southington, CT 06489-4044	Davies Construction P. O. Box 16923 Lake Charles, LA 70616-6923	Davies Construction, LLC c/o Matthew P. Keating 410 E. College Street Lake Charles, LA 70605-1704
Dawn Ismerie Herrington 1929 North Blvd. Houston, TX 77098-5417	Deep South Crane & Rigging, LLC 15324 Airline Highway Baton Rouge, LA 70817-7311	Deep South Oilfield & Industrial Supply 1203 Gerstner Memorial Dr. Lake Charles, LA 70601-4851
Dept. of Natural Resources Office of Conservation P. O. Box 44277 Baton Rouge, LA 70804-4277	Dialog Wireline Services 3100 Maverick Drive Kilgore, TX 75662-9032	Dishman & Bennett Special P. O. Box 287 Houma, LA 70361-0287
DNOW L.P. P. O. Box 200822 Dallas, TX 75320-0822	Drost & Brame -NSL LLC 5028 Cobra Rd. Lake Charles, LA 70605-5932	Eddie Lyn Braudt 4457 Longfellow Drive Plano, Texas 75093-3222
Edward M. McElroy & Elizabeth McElroy Test Trust 1214 Sherrard St. Burnet, TX 78611-1318	Electronic Verif Systems 2500 Technology Dr. Louisville, KY 40299-6421	Elliott R. Colasanto 141 Bridle Path Drive Southington, CT 06489-4044

Emily Sue Pinnell as Trustee
Mineral & Land Management Trust
2700 S. River Rd., Ste 100
Des Plaines, IL 60018-4104

Endurance Lift Solutions, LLC
P. O. Box 843175
Dallas, TX 75284-3175

Energy Drilling Company
Gardere Wynne Sewell LLP
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Energy Drilling Company
413 Liberty Rd.
Natchez, MS 39120-4313

Energy Fishing & Rental
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Entergy Gulf States LA
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Baton Rouge, LA 70891-8103

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Longview, TX 75605-2139

ETOS Inc.
P.O. Box 288
New London, TX 75682-0288

Eunice Pump & Supply
P. O. Box 1468
Eunice, NM 88231-1468

Expro Americas Inc.
Dept 2080
P. O. Box 122080
Dallas, TX 75312-2080

Extreme Well Testing LLC
33400 W FM 681
Edinburg, TX 78541-4913

Flatrock Compression, Ltd
PO Box 157
Magnolia, TX 77593-0157

Fleming Oilfield Services
5112 Carrabba Road
Bryan, TX 77808-9503

Flusche Supply of Quanah, Inc.
P. O. Box 351
Electra, TX 76360-0351

Forms Professional, Inc.
P. O. Box 64204
Lubbock, TX 79464-4204

FreedomFest
P. O. Box 1153
Riverton, UT 84065-1153

Future Pipe Industries
11811 Proctor Rd.
Houston, TX 77038-2701

Gardner Consultants Inc.
5927 Fairfield Ave.
Shreveport, LA 71106-1913

Garz-Briz Oil Field Serv.
Gulf Coast Bank & Trust Co.
P. O. Box 731152
Dallas, TX 75373-1152

Genco Energy Services Inc.
P. O. Box 720130
McAllen, TX 78504-0130

GEOMAP Company
1100 Geomap Lane
Plano, TX 75074-7199

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Jennings, LA 70546-3238

George H Vangeffen
2804 Lexington
Metairie, LA 70002-7026

Geraldine B. Nickells
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Gulf Coast Coil Tubing
P. O. Box 1710
Scott, LA 70583-1710

H C Drew Estate C
Wade Shaddock Jr. Trustee
P. O. Box 2015
Lake Charles, LA 70602-2015

H. Brown Machine Shop, Inc.
P.O.Box 427
Eunice, LA 70535-0427

Haarmeyer Electric Inc.
310 East Ave. D
P. O. Box 478
Lovington, NM 88260-0478

Hadley Energy Service LLC 1113-A Ridge Rd. Duson, LA 70529-4327	Hardin Tubular Sales, Inc. 6501 Houston Hwy. Victoria, TX 77901-5400	Hay Brothers, Inc. P. O. Box 3166 Lake Charles, LA 70602-3166
HCK2 Partners 3875 Ponte Ave Suite 420 Addison, TX 75001-4166	Hemco, Inc. P. O. Box 3333 Kilgore, TX 75663-3333	Henrietta H. Evans P. O. Box 845 Jennings, LA 70546-0845
HJM LLC 6804 Northwood Rd. Dallas, TX 75225-2538	Hood County Tax Assessor 1410 W. Pearl St. Granbury, TX 76048-1826	Hornet Services Company, LLC P. O. Box 1029 Jennings, LA 70546-1029
Hydrostatic Pipe Service P. O. Box 2428 Hobbs, NM 88241-2428	IC APAIRY 19653 US Hwy 77 N Victoria, TX 77904-5507	IHS Global Inc. P. O. Box 847193 Dallas, TX 75284-7193
Internal Revenue Service Special Procedures-Insolvency P. O. Box 7346 Philadelphia, PA 19101-7346	J & R Valley Oilfield Service, Inc. P.O. Box 310 Mission, TX 78573-0006	J-W Power Company P. O. Box 205856 Dallas, TX 75320-5856
J-W Power Company c/o Julie A. Walker Miller Mentzer Walker, P.C. P.O. Box 130 Palmer, TX 75152-0130	J. W. Gotreaux 1085 Kincade Ct. Lake Charles, LA 70611-6846	Jackson County Tax Collector 115 W. Main St., Suite 102 Edna, TX 77957-2733
James H. Dupuis Sr. P. O. Box 80569 Lafayette, LA 70598-0569	James Patrick Herrington 1929 North Blvd. Houston, TX 77098-5417	Janice B Vangeffen P. O. Box 40663 Baton Rouge, LA 70835-0663
JD Oilfield Supply LLC 104 E. Utopia Duson, LA 70529-4310	Jefferson Financial, Inc. 111 Veterans Memorial Blvd, Ste 1555 Metairie, LA 70005-3089	Jett Testers, Inc. P. O. Box 503 Jennings, LA 70546-0503
Joan Koonce Quinn 690 Bellview Dr. Lake Charles, LA 70611-4615	Joan Prem Vangeffen 7904 Jefferson Hwy #240 New Orleans, LA 70123-4626	JPMorgan Chase Bank, N.A. National Bankruptcy Department P.O. Box 29505 AZ1-1191 Phoenix AZ 85038-9505
JSML LLC 1450 William St Lawton Bldg. 2nd Lake Charles, LA 70601-3844	JT Swabbing Services, Inc. P. O. Box 1327 Mission, TX 78573-0023	Karen Dawn Warburton Pant 308 Cherry St. Lafayette, LA 70506-3628

Karyl Joan Warburton Obanian 139 Greenway Lake Charles, LA 70605-6821	Kathleen Patricia W. Phill 4324 E Holly Circle Sulphur, LA 70665-8659	Kenneth Omalley 10965 Roxbury Plz apt 108 Omaha, NE 68137-3756
Kentwood Springs P. O. Box 660579 Dallas, TX 75266-0579	Knight Oil Tools LLC 6003 Cunningham Road Houston, TX 77041	Kodiak Gas Services, LLC 9950 Woodloch Forest Dr, Ste 2800 Spring, TX 77380-4253
Kodiak Gas Services, LLC P. O. Box 732235 Dallas, TX 75373-0001	Krage & Janvey, LLP 2100 Ross Ave., Ste 2600 Dallas, TX 75201-7904	L & S Hot Oil Service Inc. 9050 Highway 70 S Vernon, TX 76384
L&B Oil and Gas Equipment, LLC P. O. Box 3054 Mission, TX 78573-0052	Laura Nelle McElroy Fruge & Allen R. Fruge Testamentary Trust 1214 Sherrard St. Burnet, TX 78611-1318	Lea County Assessor 100 N. Main Ave., Suite 2 Lovington, NM 88260-4030
LEAF Capital Funding, LLC 2005 Market St., 14th Floor Philadelphia, PA 19103-7009	Linda Carole O'Malley Fontenot 106 La Bella Dr. Lafayette, LA 70506-3744	Locke Lord LLP P. O. Box 911541 Dallas, TX 75391-1541
Louisiana Department of Revenue P O Box 66658 Baton Rouge, La. 70896-6658	Louisiana Dept of Revenue P. O. Box 201 Baton Rouge, LA 70821-0201	LOUISIANA MACHINERY COMPANY, LLC 3799 W AIRLINE HWY RESERVE, LA 70084-5717
Louisiana Tank, Inc. co Matthew M. Mize 1777 Ryan Street Lake Charles, LA 70601-6049	Louisiana Workforce Commission 1001 North 23rd Street, Room 322 Baton Rouge, LA 70802-3338	Lyford CISD Tax Office P. O. Box 220 Lyford, TX 78569-0220
Mable Koonce Lee 2506 Champman Rd. Lake Charles, LA 70611-6916	Matthew Keating 410 E. College Street Lake Charles, LA 70605-1704	Matthew Martin Mize Robichaux, Mize Wadsack, Richardson P. O. Box 2065 Lake Charles, LA 70602-2065
Mayo Realty Co Inc. 3137 Debra Ln Westlake, LA 70669-6015	MC's Lube and Services, LLC c/o P. David Olney, Esq. 921 Ryan Street Lake Charles, LA 70601-5257	Mesa Southern Well Serv. Dept. 117 P. O. Box 4458 Houston, TX 77210-4458
Michael James Kellam P. O. Box 1669 Estes Park, CO 80517-1669	Michael OMalley P. O. Box 771549 Winter Garden, FL 34777	Michell Industries 15555 IH-10 E Baytown, TX 77523-3000

Mike Warren Attorney for Flatrock Compression, Ltd 206 E. Locust Street San Antonio, Texas 78212-3954	Miken Oil, Inc. c/o Wick Phillips Attn: Jason Rudd 3131 McKinney Ave. Suite 100 Dallas, TX 75204-2430	Mission Vacuum & Pump Truck Service P. O. Box 1935 Mission, TX 78573-0032
MKS Services LLC 6389 US Hwy 79 S Palestine, TX 75801-1007	Moncia Well Service, Inc. c/o Key Energy Services P. O. Box 53408 Lafayette, LA 70505-3408	MSC 2011-C3 Forum at Central, LLC c/o Bruce J. Zabarauskas Thompson & Knight LLP 1722 Routh St., 15th Floor Dallas, TX 75201-2532
NALCO Champion P. O. Box 730005 Dallas, TX 75373-0005	National Oilwell DHT, L.P. Stacy & Baker, P.C. 5300 Memorial Dr., Ste 270 Houston, TX 77007-8750	National Oilwell DHT, LP P. O. Box 201224 Dallas, TX 75320-1224
Netherland, Sewell & Asso 2100 Ross Ave. Suite 2200 Dallas, TX 75201-4754	New Mexico Taxation and Revenue Department P. O. Box 2308 Santa Fe, NM 87504-2308	NM Taxation & Revenue Department P.O. Box 8575 Albuquerque, NM 87198-8575
Odessa Pumps P O Box 60429 Midland, TX 79711	Offshore Oilfield Services 2828 West Gloria Switch Rd. Carceno, LA 70520-6441	Offshore Oilfield Services, Inc. c/o Justin VandenBout, Tres Gibbs 1200 Smith Street, Suite 1400 Houston, Texas 77002-4496
Oilfield Packer Service P. O. Box 1325 Eunice, NM 88231-1325	Okin Adams, LLP 1113 Vine Street, Suite 240 Houston, TX 77002-1044	Olympia Minerals LLC Attn: J. Michael Lewis 3811 Turtle Creek Blvd. #1800 Dallas, TX 75219-4479
Omega Oilfield Services P. O. Box 1793 Kilgore, TX 75663-1793	On The Mark Energy Svcs 6712 S Eunice Hwy Hobbs, NM 88240-9540	Patco Completion Services, Inc. co Matthew M. Mize 1777 Ryan Street Lake Charles, LA 70601-6049
Patco Wireline Services P. O. Box 4177 Houma, LA 70361-4177	Patricia Veal Schepens 1103 Salt Creek Dr. Ponte Vedra Beach, FL 32082-2532	Pelican Oil Tools P. O. Box 2673 Sulphur, LA 70664-2673
Permian Enterprises, Ltd. 2121 W. Murphy Odessa, TX 79763-4810	Petroleum Producing Services P. O. Box 4238 Alice, TX 78333-4238	Phoenix Copy Services 3250 Towerwood Dr. Farmers Branch, TX 75234-2315
Pinnery Ltd. 2801 Via Fortuna Ste 440 Austin, TX 78746-7908	Pitney Bowes Inc 27 Waterview Dr, 3rd Fl Shelton CT 06484-4361	Pride Pump and Supply P. O. Box 2003 Kilgore, TX 75663-2003

Pro-Kem, Inc. P. O. Box 1506 Lovington, NM 88260-1506	Pro-Test, Inc. 25685 370th St Wister, OK 74966-2993	Production Hookup & Mgmt., Inc. P. O. Box 60935 Lafayette, LA 70596-0935
Production Services P. O. Box 61207 Lafayette, LA 70596-1207	Production Services Technology, Inc. 600 Jefferson Street, Ste. 1000 Lafayette, LA 70501-6953	Puttco Oilfield Services, LLC P. O. Box 1208 Jennings, LA 70546-1208
R Construction Company PO BOX 189 BUFFALO, TX 75831-0189	R&D Pipe Company 2200 Louetta Rd., Ste 100 Spring, TX 77388-4705	R.P.S. Cementing Co., LLC P. O. Box 176 Livonia, LA 70755-0176
R360 Environmental Solut. 3 Waterway Square Pl. Suite 110 The Woodlands, TX 77380-3488	RAM Woodbine Electric Co. P. O. Box 1925 Kilgore, TX 75663-1925	RAM Woodbine Enterprises, Inc. c/o Thomas H. Brown 116 N Kilgore St Kilgore, TX 75662-5822
Ram-Gear Manufacturing, Inc. P. O. Box 537 Agua Dulce, TX 78330-0537	Raymond's Welding & Machine Shop, Inc. P. O. Box 148 Kamay, TX 76369-0148	Ready Fresh P. O. Box 856680 Louisville, KY 40285-6680
Regard Resources Co. Inc. 555 Aero Dr. Shreveport, LA 71107-6941	Regio Express Inc. 822 Del Oro Lane Pharr, TX 78577-2200	Reliant Energy Retail Services, LLC P.O. Box 1046 Houston, TX 77251-1046
Renae G. Stanford, Inc. co Stanford Truck Line P.O. Box 36 Iota, LA 70543-0036	Resource Rental Tools LLC P. O. Box 10047 New Iberia, LA 70562-0047	Richard J. Kossier c/o Mark Hendrix, Attorney 2100 Ross Ave., Suite 2600 Dallas, TX 75201-6705
Ricks Transportation SVCS 3436 West Pinhook Rd. Lafayette, LA 70508-3615	Rio Oilfield Supplies, Inc. P. O. Box 310 Mission, TX 78573-0006	Rita Mae Broussard Racca 1400 Myers Rd Jennings, LA 70546-3512
Robert E. Houssiere Estate Mereilyn C H Amsier Ind. Exec. 1000 Carousel Dr. Bedford, TX 76021-3375	Russell Wayne Koonce 1912 Ike St. Lake Charles, LA 70607-2046	Ruston Partners, LLC co Texas Geologic Services 3411 11th St. Bremerton, WA 98312-2635
Sales Genie.Com P. O. Box 957742 Saint Louis, MO 63195-7742	Sandra Houssiere Patin 2313 Maison Orleans Blvd Monroe, LA 71201-3664	Scorpion Design Inc. P. O. Box 123498 Dallas, TX 75312-3498

Secap Finance 2225 American Dr. Neenah, WI 54956-1005	Shell P. O. Box 9001011 Louisville, KY 40290-1011	Smarsh Inc. 851 Sw 6th Ave Ste 800 Portland, OR 97204-1322
Sonora West Minerals LLC 2100 Lakeside Suite 425 Richardson, TX 75082-4350	Stallion Oilfield Svcs P. O. Box 842364 Dallas, TX 75284-2364	Standford Truck Line P. O. Box 36 Iota, LA 70543-0036
Star Oilfield Services PO Box 2669 Canyon Lake, TX 78133-0028	Stellar Oilfield Rentals P. O. Box 22328 Houston, TX 77227-2328	Stephens County Tax A/C Stephens County Courthouse 200 West Walker Breckenridge, TX 76424-3539
Steve J. Dupuis Sr. 102 Riverbriar Dr. Lafayette, LA 70503	STRC Oilfield Tech, LLC P O Box 2758 Weatherford, TX 76086-8758	Summit ESP, LLC c/o Jeff Carruth WKPZ 3030 Matlock Rd., Suite 201 Arlington, TX 76015-2936
Sunbelt Rentals Industrial Services, LLC 1275 W. Mound Street Columbus, OH 43223-2213	Supreme Service & Special 204 Industrial Ave. C Houma, LA 70363-3900	SwabCo Inc. P. O. Box 669 Levelland, TX 79336-0669
TBW Investments, Inc. co Hemco, Inc. P.O. Box 3333 Kilgore, TX 75663-3333	Tervita Corp. P. O. Box 840730 Dallas, TX 75284-0730	Texas Alliance of Energy 900 8th St Suite 400 Wichita Falls, TX 76301-9800
Texas Attorney General's Office P. O. Box 12548 Austin, TX 78711-2548	Texas Downhole Tools LLC 164 Leeper Lane Victoria, TX 77904-4917	Texas E&P Group 401(k) Retirement Plan c/o U.S. Department of Labor - EBSA 525 S. Griffin Street, Suite 900 Dallas, TX 75202-5042
Texas Workforce Commission, Special Actions Regulatory Integrity Division 101 E. 15th Street, Room 556 Austin, TX 78778-0001	The J. W. Green Contractor 201 Hwy 323 East P. O. Box 400 Overton, TX 75684-0400	The Travelers Indemnity Company co Travelers - Account Resolution One Tower Square 0000-CR09A Hartford, CT 06183-0001
Thomas Earl Braudt 4457 Longfellow Drive Plano, Texas 75093-3222	Thomas Petroleum LLC P. O. Box 677289 Dallas, TX 75320-0001	Total Pump & Supply LLC P. O. Box 548 Carencro, LA 70520-0548
Traton Engineering Associates, L.P. 350 Vista Del Lago Dr. Huffman, TX 77336	Travelers co Account Resolution One Tower Square, 0000 - CR09A Hartford, CT 06183-0001	Trident Steel Corporation 12825 Flushing Meadows Dr. Suite 110 Saint Louis, MO 63131-1837

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Triple J Oilfield Service
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Tube Tech Services
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Tubing Testers
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Archer City, TX 76351-0655

Tuthill Properties LLC
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Tyler Well Service Co.
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1849 C Street NW, MS 5358
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P. O. Box 2178
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Vintage Services
174 W. Pursiane
Kilgore, TX 75662-1776

Vintage Services LLC
co Runyan Law Firm, PC
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Marshall, TX 75670-3246

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Weatherford U.S., L.P.
c/o Greg Koush
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Wellbore Fishing & Rental
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Fort Worth, TX 76102-3129

Wellbore Fishing & Rental Tools, LLC
c/o Kelly Hart & Hallman LLP
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